

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
MATRIX PRIME BUILDERS, LLC
FOR AREA 3 MAINTENANCE FACILITY RENOVATIONS
ITB #13-0214**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and Matrix Prime Builders, LLC, a Florida limited liability corporation, its successors and assigns, herein referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #13-0214 seeking firms or individuals qualified to make repairs at the Area 3 Road Maintenance Facility located at 19720 5th Street, Umatilla, Florida; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR make repairs at the Area 3 Road Maintenance Facility located at 19720 5th Street, Umatilla, Florida, hereinafter referred to as the "Project".

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to complete the Project in accordance with the Statement of Work, attached hereto and incorporated herein as **Exhibit A**, as amended or clarified by Addendum #1, dated March 20, 2012, attached hereto and incorporated herein by reference as **Exhibit B**. It is understood that the Statement of Work may be modified by change order as actual construction of the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the

COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR's responsibilities under this Agreement. CONTRACTOR shall complete the Project within forty-five (45) calendar days after the Notice to Proceed is issued. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days shall be granted for average weather delays. Average number of days of rainfall will be determined by http://www.serec.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>.

3.3 This Agreement shall commence upon the date of the purchase order or related Notice to Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been delivered, completed and accepted by the COUNTY's authorized representative and the end of any warranty periods.

3.4 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits.

3.5 The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

3.6 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Project. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.7 In the event of any conflict between the drawings and specifications contained within this Agreement, the following shall govern:

A. Addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.

B. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the project as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY's Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

3.8 CONTRACTOR acknowledges and agrees that CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

3.9 CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if this Project is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Article 4. Payment

4.1 The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder the fixed lump sum price of **\$33,018.00**, as further identified in **Exhibit C**, attached hereto and incorporated herein by reference. These fixed lump sum prices represent the CONTRACTOR'S base bid, including all

applicable taxes, materials, labor, supervision, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures. A copy of such policies and procedures shall be made available to the CONTRACTOR upon request.

Liquidated damages may be assessed in the event of untimely completion of the project and are set forth in **Exhibit A**.

4.2 CONTRACTOR shall submit a single, final invoice no later than thirty (30) days after all work has been completed, in duplicate to Don Glessner, Facilities Contract Specialist, Department of Facilities Management, P.O. Box 7800, Tavares, Florida 32778. All invoices shall contain the bid number, date and location of delivery or service, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY's Project Manager.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete project which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

6.2 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

6.3 Contractor Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon written notice, be discharged from the project and shall not again be employed on the project without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all project activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

6.4 Subcontractors.

A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the project schedule and applicable sub-schedules.

E. Releases of liens from subcontractors shall be required before final payment will be released.

6.5 Completion of the Statement of Work. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents.

6.6 Emergencies.

A. The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any

problem that might arise. The CONTRACTOR shall submit to the COUNTY's Project Manager, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location.

B. In the event of an emergency affecting the safety or protection of persons or property at the project site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the COUNTY written notice of the event as soon as possible, but in no event later than twenty-four (24) hours after the occurrence of the emergency. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

B. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

C. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

D. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

E. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project site at the end of each work day. Should the CONTRACTOR fail to maintain a clean and safe site, the COUNTY shall retain the right to clean up and deduct the cost of such from the contract price. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been performed as mutually agreed with the COUNTY's Project Manager.

F. CONTRACTOR shall confine all equipment, materials and operations to the project site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

G. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets. Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY with a description and location of the condition.

6.8 General Inspection Requirements.

A. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

B. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

C. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR shall then have five (5) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the five (5) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

D. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate the contract for default.

E. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.9 Project Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is

otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

6.10 Time for Completion and Extensions.

A. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

C. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.11 Changes in the Scope of Work.

A. Without invalidating the contract, the COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work and the contract price or time may be adjusted accordingly. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other

changes during the course of the Project. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Work shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Contract.

6.12 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR

shall be deemed to have waived the claim. Written supporting data shall be submitted to the COUNTY within ten (10) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in the County or Circuit Court sitting in Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) business days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C)(2) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.13 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

A. **Final Inspection.** When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection.

B. **Maintenance of Work.** The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. **Final Acceptance.** When the Project or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) inspection fee shall be applied for the second inspection and any required re-inspection. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

When the work provided for under the contract has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

D. **Waiver of Claims.** The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. **Termination of Contractor's Responsibilities.** The contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty

periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.14 Warranties. All warranties shall begin on the date of the COUNTY's acceptance. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the project. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

A. Type of Warranty Coverage Required. In addition to all other warranties that may be supplied by CONTRACTOR, the CONTRACTOR shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the COUNTY. This warranty requirement shall remain in force for the full one (1) year period regardless of whether the CONTRACTOR is under contract with the COUNTY at the time of defect. Any payment by the COUNTY on behalf of the goods or services received from the CONTRACTOR does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty. The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge the CONTRACTOR for any additional

costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon ten (10) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ten (10) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.2 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

7.3 Insurance. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing

conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

- (iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

- (vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

- (vii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

- (viii) Certificate(s) of insurance shall identify the ITB number in the Description of Operations section of the Certificate.
- (ix) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
- (x) Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

- (xi) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (xii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- (xiii) The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

7.4 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

7.5 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.9 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

7.11 Traffic Control. If required, CONTRACTOR shall be responsible for putting up and maintaining sufficient lights at night that meet the approval of the COUNTY; take proper precautions to guard against damage or injury to persons or property; keep streets and driveways open to traffic, at all times, during construction except when specific permission is granted by the proper authority for temporary closing.

7.12 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

7.13 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

7.14 Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for

the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

7.15 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.16 Business Hours of Operation. No work shall be done on Saturday, Sunday or on any days between the hours of 5:00 p.m. and 8:00 a.m. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the COUNTY. No overtime work shall be started without prior approval from the COUNTY Project Manager.

7.17 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(1) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.18 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

7.19 Risk of Loss. CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

8.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.11 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Mitchell T. Van Beek
Managing Member
10223 Dartmoor Street
Leesburg, Florida 34788

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the

contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

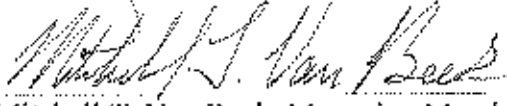
9.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Addendums
Exhibit C	Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 21st day of May, 2013, and by CONTRACTOR through its duly authorized representative.

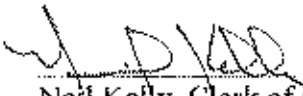
CONTRACTOR

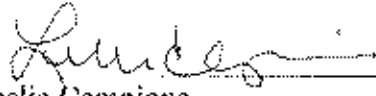
Matrix Prime Builders, LLC


Mitchell T. Van Beck, Managing Member
License # CGC 1507906

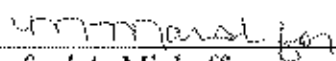
COUNTY

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Leslie Campione
Chairman
This 22nd day of May, 2013.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

Area 3 Road Maintenance Renovation 19720 5th Street, Umatilla, FL

1. GENERAL

Perform all work in accordance with applicable codes, local ordinances, and requirements of Lake County. The Contractor shall provide all required labor, material, permits, plans, engineering, local and state inspections to provide a 100% completed project.

2. PURPOSE

The purpose of this solicitation is to select a qualified Contractor to make repairs at the Area 3 Road Maintenance Facility located at 19720 5th St., Umatilla, FL.

Note: Prior to the commencement of work the Contractor shall inspect and notify the County's Project Manager in the event of the discovery of any damage to structural steel.

3. DESCRIPTION OF WORK – BASE BID INTERIOR/EXTERIOR

Renovation work to be done per attached plans

4. DESCRIPTION OF WORK – ALTERNATE 1

Fill in existing openings in CMU wall per attached plans.

5. DESCRIPTION OF WORK – ALTERNATE 2

Remove existing and install new John Manville Microlite "L" blanket insulation which is certified Formaldehyde-free™, or equivalent equal, with a vinyl reinforced facing on walls (R-13) and ceilings (R-19). Banding shall be used for installation.

6. DESCRIPTION OF WORK – ALTERNATE 3

Remove and replace fluorescent lighting per attached plans.

7. DESCRIPTION OF WORK – ALTERNATE 4

Seal/repair roof per page 2 of attached plans.

8. PAINTING SPECIFICATIONS

Repainting of block walls as needed

Primer and paint shall be Sherwin-Williams. Ken Kromik Alkyd-Metal primer for all interior and exterior metal surfaces, Problock primer for all interior and exterior drywall, wood, and masonry surfaces, Super Paint for exterior topcoat, Promar 200 for interior topcoat, or equivalent equal. Paint colors shall be chosen by Lake County. If requested, the Contractor shall provide color samples to the County's Project Manager and have the ability to match other County facilities.

Remove old cracked caulking and recaulk windows, doors, joints, etc.

All painting work shall be done in strict accordance with the paint manufacturer's recommendations.

Do not apply paint until substrates are free of conditions that will inhibit proper coating adhesion or appearance.

Ensure substrates' moisture content is within tolerances recommended by paint manufacturer prior to application of paint.

Paint shall only be applied when environmental conditions recommended by the manufacturer are met.

All surfaces to be painted shall be prepared in a workmanlike manner with the objective of obtaining a clean dry surface free from dust, dirt, debris, rust, scale, and all foreign matter. No surface shall be painted before the surface meets the requirements of the paint manufacturer.

All rusted surfaces shall be treated with a rust converter which shall generate a chemical reaction to convert existing rust into a stable, black protective polymeric coating that serves as an excellent primer and protects against future rust and corrosion.

The Contractor shall notify the County's Project Manager 24 hours prior to the completion of rust treatments so that an inspection can be made of all rusted areas. No primer or paint shall be applied until all rusted areas have been inspected.

All surfaces shall be patched, scuffed, repaired, caulked, or skim coated, as needed, to achieve a finished product free of imperfections, blemishes, and holidays.

Hardware accessories, picture tracks, plates, lighting fixtures, locksets, hinges, and similar items in place prior to cleaning and painting, and not intended to be painted, shall be protected or removed, as directed by the County's Project Manager, during painting operations and shall be promptly reinstalled after painting operations.

Paint shall be applied by experienced painters with brushes, rollers, or other applicators designed for particular applications and shall be free of runs, sags, holidays, or unacceptable marks.

Paint may be applied by experienced painters using airless sprayers where recommended by the manufacturer. All products used for thinning must be in strict accordance with the manufacturer's instructions.

All substrates shall receive a minimum of one (1) coat of primer and two (2) finish coats of paint. Additional coats of paint shall be applied, if necessary, to obtain an aesthetically pleasing appearance and the specified thickness and coverage.

Where manufacturer's recommended materials, surface preparation, number of coats or mil thickness exceed what is shown in the specifications, the recommendations of the manufacturer shall govern.

Drying times between coats shall conform to manufacturer's instructions.

The Contractor shall use tarps, drop cloths, and painter's tape to protect work wherever such covering is necessary.

Any unwanted paint shall be carefully removed without damage to any finish or surface.

The Contractor shall not use any plumbing fixture or waste piping for mixing of, or disposal of paint.

At the completion of all projects the Contractor shall supply Lake County with a report from the paint manufacturer providing verification that all materials were installed and all preparation was completed per the manufacturer's specifications.

9. SUBMITTALS

Product specification sheets for primer and paint, rust converter, and insulation shall be submitted with the initial bid response. Submittals shall include product types, manufacturer information, and warranty information.

10. MATERIAL SAFETY DATA SHEETS (MSDS)

Upon award of this contract and prior to any work starting the Contractor shall provide copies of Material Safety Data Sheets (MSDS) for all chemicals, paints, primers, etc. to be used for the performance of this work. It is a Contractor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

11. BUSINESS HOURS OF OPERATION

Work shall be performed between the hours of 8am to 5pm Monday -- Friday unless approved by the County's Project Manager. At no time shall the Contractor's work interfere with the day-to-day operation of the County's facilities.

12. REPAIR

The Contractor shall repair any areas of the site damaged as a result of the work. This includes, but is not limited to, sod, trees, plants, sidewalks, curbing, parking lot, irrigation, etc. All repairs are to be made using like materials. Overspray from paint will also be considered a responsibility and it is the Contractor's duty to ensure that no damage is caused to County or personal property.

13. INSPECTION

At the completion of all work the Contractor shall have the manufacturer perform an inspection to ensure that all work complies with their specifications.

14. CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.

15. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

16. LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

17. QUANTITIES

No guarantee is expressed or implied as to quantities or dollar amounts that will be used for this project. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

18. COMPLETION DATE

The completion date shall not exceed thirty (30) calendar days after date of purchase order or notice to proceed if only the base bid is awarded, and forty-five (45) calendar days if one or more of the additive bid items are awarded as well.

19. LIQUIDATED DAMAGES

The County and the Contractor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if work is not completed within the specified time frame. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the County. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages listed are as follows:

Specific Project Amount**Charge Per Calendar Day**

\$5,000 and under	\$ 25
Over \$5,000 but less than \$10,000.....	\$ 65
\$10,000 or more but less than \$20,000.....	\$ 91
\$20,000 or more but less than \$30,000.....	\$121
\$30,000 or more but less than \$40,000.....	\$166
\$40,000 or more but less than \$50,000.....	\$228
Over \$50,000 but less than \$250,000.....	\$313
\$250,000 or more but less than \$500,000.....	\$715

20. WARRANTY

The Contractor shall provide a one (1) year warranty on all material and labor. The Contractor shall be responsible for registering all required materials with the manufacturer and shall provide documentation verifying that registration has been completed. Defects shall be made good promptly, within the warranty period.

EXHIBIT B: ADDENDUM

13-0214 Addendum1.pdf

https://www.lakecountyfl.gov/pdfs/Procurement_Services/13-0214_A...



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778 7800

PHONE: (352) 343-9639
FAX: (352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: March 20, 2012

Invitation to Bid (ITB) No. 13-0214 Area 3 Road Maintenance Facility Renovations

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum ☒ does ☐ does not change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information to all potential responding vendors in association with the cited Invitation to Bid. The information provided herein summarizes discussions at the mandatory pre-bid meeting. Attendees of that meeting are noted on the County website for this solicitation. The pre-bid conference commenced with a general review of the ITB with specific emphasis paid to various specific terms and conditions of the ITB including:

- The time frame stated for performance,
- The time frame stated for receipt of bids,
- The fact that bonding was not required,
- The fact that the vendor would be responsible for payment of sales tax on all materials purchased by the vendor for inclusion in the project,
- The additional certification now included in regards to the County's reciprocal local preference ordinance.

It was also confirmed that this was a mandatory pre-bid conference and that bids would not be accepted from vendors that did not attend the conference. A technical overview of the project requirements was then provided with the following general information stated either by narrative or in response to various questions:

- Painting would be in two colors, one color (to be determined) to be used on the body of the

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3/27/2013 11:12 AM

- building, and another color (to be determined) for trim.
- The County representative noted that painting of the overhead doors was required except for the hidden interior portion on the sealed overhead door.
- The County will move all movable items needed for access to walls.
- Vendor is responsible for all preparation and cleaning effort to prepare for painting activity.
- Vendor is responsible for acquisition of any required permit (estimated costs in the IIB scope) and any engineering effort required in support of acquisition of any required permit(s).
- Vendors may return to the facility with subcontractors to support bid preparation.
- Additive item 4 would be a likely candidate for award, and that certain drawing notes now stated to apply to additive item 4 were to be considered applicable to the base bid. County staff advised that specific detail would be provided (see q/a 2 below).
- The east facing a/c unit is to be removed with its opening then blocked.
- Additive item 2 for removal and replacement of insulation is a likely candidate for award.

Specific questions requiring follow-up response by the County were as follows:

Question 1: Can the County provide original structure drawings providing footer details?

Answer 1: Plans are not available. The contractor should give a separate price to install footings under the openings that can be deducted if investigation determines the building footings are continuous. See attached revised pricing page to be used for bid submission.

Question 2: Can the County provide specific detail in regards to drawing notes that are to be performed under the base bid rather than under additive item 4?

Answer 2: The following notes on the second page of the plans are included in the base bid:

- Remove birds nest/debris and reset cables - This may necessitate removal of cable fascia
- Reflash Generator Roof

Question 3: Will you provide original drawings prior to the bid? Will there be a new footing required at the overhead door infill?

Answer 3: See response to q/a #1

Question 4: Will the building department require that the entire project scope be permitted or just the infill of the overhead doors? Will the County ask Building Services if an overall permit is required?

Answer 4: As indicated above, the vendor is responsible for coordination with Building services on permit requirements.

Question 5: Will the County provide signed and sealed drawings if necessary?

Answer 5: No. Contractor to provide if needed as indicated in q/a #4 above.

By signature below, vendor confirms receipt and application of this addendum to their bid:

Firm Name: Matrix Prime Builders, LLC Date: 3/27/2013
 Signature: Michael J. Van Beck Title: Manager/Owner
 Typed/Printed Name: Michael J. Van Beck

Addendum 1, Page 2 of 3

EXHIBIT C:**PRICE ENTRY SECTION**

Repair work for Area 3 Road Maintenance Facility	
Base Bid - Repairs and painting to exterior per the Description of Work	\$ <u>14,688.00</u>
Additive Item 1 - Fill in existing openings in CMU wall per attached plans	\$ <u>2,822.00</u>

Additive Item 2 - Removal and installation of all insulation per plans	\$ <u>8,700.00</u>
Additive Item 3 - Remove and replace florescent lighting per attached plans	\$ <u>1,680.00</u>
Additive Item 4 - Seal/ repair roof per page 2 of attached plans,	\$ <u>3,180.00</u>
Additive Item 5 - Install footings under door openings to be closed in listed as Alternate 1 on the plans.	\$ <u>1,348.00</u>
Grand Total	\$ <u>33,018.00</u>